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Exhibit 3

Proposed Final Operational Integrity Supplier Order

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and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

Bankruptcy Case
19-30088 (DM)

PG&E CORPORATION,

Chapter 11
(Lead Case)

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

(Jointly Administered)

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

**[PROPOSED] FINAL ORDER PURSUANT TO
11 U.S.C. §§ 105(a), 363(b), AND 503(b)(9) AND
FED. R. BANKR. P. 6003 AND 6004
AUTHORIZING DEBTORS TO PAY
PREPETITION OBLIGATIONS OWED TO
CERTAIN SAFETY AND RELIABILITY,
OUTAGE, AND NUCLEAR FACILITY
SUPPLIERS**

1 Upon the Motion, dated January 29, 2019 (the “**Motion**”),¹ of PG&E Corporation (“**PG&E**
2 **Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession
3 (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11**
4 **Cases**”), pursuant to sections 105(a), 363(b), and 503(b)(9) of title 11 of the United States Code
5 (the “**Bankruptcy Code**”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure
6 (the “**Bankruptcy Rules**”), for interim and final authority to pay the prepetition claims
7 (the “**Operational Integrity Supplier Claims**”) of certain vendors, suppliers, service providers, and
8 other similar parties and entities that are essential to protecting the public health and safety and
9 maintaining the going-concern value and integrity of the Debtors’ businesses and operations (the
10 “**Operational Integrity Suppliers**”), all as more fully set forth in the Motion; and this Court having
11 jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and
12 1334, *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24
13 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for
14 the Northern District of California (the “**Bankruptcy Local Rules**”); and consideration of the Motion
15 and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper
16 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined
17 that notice of the Motion as provided to the parties listed therein is reasonable and sufficient, and it
18 appearing that no other or further notice need be provided; and this Court having reviewed the Motion
19 and the Wells Declaration (as amended on February 2, 2019 [Docket No. 263]); and this Court having
20 held hearings to consider the relief requested in the Motion on an interim and final basis; and this Court
21 having previously entered first and second interim orders granting relief with respect to the Motion
22 [Docket Nos. 213 and 741]; and this Court having determined that the legal and factual bases set forth
23 in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested
24 in the Motion is in the best interests of the Debtors, their estates, creditors, shareholders and all parties
25 in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient
26 cause appearing therefor,

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28 ¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such
terms in the Motion.

1 **IT IS HEREBY ORDERED THAT:**

2 1. The Motion is granted on a final basis, as provided herein.

3 2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and
4 503(b)(9) of the Bankruptcy Code, to satisfy Operational Integrity Supplier Claims, upon such terms
5 and in the manner provided in this Final Order and the Motion; *provided, however*, that the prepetition
6 amounts authorized to be paid pursuant to this paragraph shall not exceed \$116,200,000 absent further
7 order of the Court (the “**Operational Integrity Supplier Cap**”); *provided further, however*, that to the
8 extent practicable, the Debtors shall provide the advisors for each of the Committees with five (5)
9 business days’ advance notice (which notice may be provided by email) of any proposed payment to
10 any Operational Integrity Supplier (including any 503(b)(9) Claims) in an aggregate amount in excess
11 of \$3,000,000.

12 3. The Debtors are authorized, but not directed, to pay the 503(b)(9) Claims of any
13 Operational Integrity Supplier to the extent the Debtors determine it is necessary and appropriate in
14 accordance with the procedures and protocol provided in this Final Order and in the Motion; *provided*,
15 *however*, any amounts paid by the Debtors in satisfaction of such 503(b)(9) Claims shall not be
16 included in or subject to the Operational Integrity Supplier Cap.

17 4. The Debtors shall only make payment on account of an Operational Integrity Supplier
18 Claim to an Operational Integrity Supplier that agrees to continue to supply goods or services to the
19 Debtors on Customary Trade Terms or such other terms that are individually agreed to by the Debtors
20 and such Operational Integrity Supplier.

21 5. The Debtors shall undertake all appropriate efforts to cause Operational Integrity
22 Suppliers to enter into an agreement (the “**Vendor Agreement**”) with the Debtors, substantially in the
23 form annexed to the Motion as **Exhibit B**.

24 6. The Debtors are authorized, but not required, to enter into Vendor Agreements when the
25 Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate and
26 feasible to do so; *provided, however*, that the Debtors’ inability to enter into a Vendor Agreement shall
27 not preclude them from paying an Operational Integrity Supplier Claim when, in the exercise of their
28 reasonable business judgment, such payment is necessary to the Debtors’ operations.

1 7. If the Debtors, in their discretion, determine that an Operational Integrity Supplier has
2 not complied with the terms and provisions of the Vendor Agreement or has failed to continue to
3 comply with the Customary Trade Terms or such other terms that are individually agreed to by the
4 Debtors and such Operational Integrity Supplier, the Debtors may terminate a Vendor Agreement,
5 together with the other benefits to the Operational Integrity Supplier as contained in this Final Order;
6 *provided, however*, that the Vendor Agreement may be reinstated if (i) such determination is
7 subsequently reversed by the Court for good cause shown after notice and a hearing following a Motion
8 from the Operational Integrity Supplier, (ii) the underlying default of the Vendor Agreement is fully
9 cured by the Operational Integrity Supplier not later than five (5) business days after the Debtors
10 provide notice of such default, or (iii) the Debtors, in their discretion, reach an agreement with the
11 Operational Integrity Supplier.

12 8. If a Vendor Agreement is terminated as set forth above, or if an Operational Integrity
13 Supplier that has received payment of a prepetition claim later refuses to continue to supply goods or
14 services in compliance with the Vendor Agreement or as otherwise agreed with the Debtors, then the
15 Debtors reserve their rights to and may seek approval of this Court to (i) deem any such payment to
16 apply to postpetition amounts payable to such Operational Integrity Supplier, if applicable, or (ii) take
17 any and all appropriate steps to cause such Operational Integrity Supplier to repay payments made to
18 it on account of its Operational Integrity Supplier Claim to the extent that such payments exceed the
19 postpetition amounts then owing to such Operational Integrity Supplier. The Operational Integrity
20 Supplier Claim shall then be reinstated in such an amount so as to restore the Debtors and the
21 Operational Integrity Supplier to their original positions as if the Vendor Agreement had never been
22 entered into and the payment of the Operational Integrity Supplier Claim had not been made.

23 9. The Debtors shall maintain a matrix summarizing (i) the name of each Operational
24 Integrity Supplier paid, (ii) the amount paid to each Operational Integrity Supplier on account of its
25 Operational Integrity Supplier Claim (and, subject to any ongoing reconciliation, auditing, or true-up,
26 information on the remaining unpaid balance of its Operational Integrity Supplier Claim), (iii) the
27 amount of any 503(b)(9) Claims paid, and (iv) the goods or services provided by such Operational
28 Integrity Supplier. This matrix shall be provided on a bi-weekly basis to (i) the Office of the United

1 States Trustee for Region 17; (ii) Milbank LLP, as counsel to the Official Committee of Unsecured
2 Creditors; (iii) Baker & Hostetler LLP, as counsel to the Official Committee of Tort Claimants;
3 (iv) counsel to any other statutory committees appointed in these Chapter 11 Cases; and (v) counsel to
4 the agent under the Debtors' debtor-in-possession financing facility; provided, that the professionals
5 for any such committee shall keep the matrix confidential and shall not disclose any of the information
6 in the matrix to anyone, including any member of such committee, without prior written consent of the
7 Debtors.

8 10. Banks and financial institutions are authorized, but not directed, at the Debtors' request,
9 to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be
10 issued or electronic funds transfers requested or to be requested by the Debtors relating to the
11 Operational Integrity Supplier Claims.

12 11. The Debtors are authorized, but not directed, to issue new postpetition checks or effect
13 new electronic funds transfers on account of the Operational Integrity Supplier Claims to replace any
14 prepetition checks or electronic funds transfer requests that may be lost, dishonored, or rejected as a
15 result of the commencement of the Chapter 11 Cases.

16 12. Nothing contained in this Final Order or in the Motion is intended to be or shall be
17 construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the
18 Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or
19 assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy
20 Code. Likewise any payment made pursuant to this Final Order is not intended to be and shall not be
21 construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such
22 claim subsequently.

23 13. Notwithstanding entry of this Final Order, nothing herein shall create, nor is intended to
24 create, any rights in favor of or enhance the status of any claim held by, any party.

25 14. The requirements of Bankruptcy Rule 6004(a) have been satisfied.

26 15. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Final Order shall be
27 immediately effective and enforceable upon its entry.
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1 16. The Debtors are authorized to take all steps necessary or appropriate to carry out this
2 Final Order.

3 17. This Court shall retain jurisdiction to hear and determine all matters arising from or
4 related to the implementation, interpretation, or enforcement of this Final Order.

5 ** END OF ORDER **
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*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Bankruptcy Case
19-30088 (DM)

Chapter 11
(Lead Case)

(Jointly Administered)

**[PROPOSED] ~~SECOND-INTERIM~~ FINAL
ORDER PURSUANT TO 11 U.S.C. §§ 105(a),
363(b), AND 503(b)(9) AND FED. R. BANKR. P.
6003 AND 6004 AUTHORIZING DEBTORS TO
PAY PREPETITION OBLIGATIONS OWED
TO CERTAIN SAFETY AND RELIABILITY,
OUTAGE, AND NUCLEAR FACILITY**

~~SECOND-INTERIM-ORDER-AUTHORIZING-DEBTORS
TO-PAY-SAFETY-AND-RELIABILITY-PROVIDERS~~

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Debtors.

SUPPLIERS

☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors
** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

~~DEBTORS' MTN FOR INTERIM AND FINAL AUTHORITY~~

CASE No.:

1 Upon the Motion, dated January 29, 2019 (the “**Motion**”),¹ of PG&E Corporation (“**PG&E**
2 **Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession
3 (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11**
4 **Cases**”), pursuant to sections 105(a), 363(b), and 503(b)(9) of title 11 of the United States Code
5 (the “**Bankruptcy Code**”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure
6 (the “**Bankruptcy Rules**”), for interim and final authority to pay the prepetition claims
7 (the “**Operational Integrity Supplier Claims**”) of certain vendors, suppliers, service providers, and
8 other similar parties and entities that are essential to protecting the public health and safety and
9 maintaining the going-concern value and integrity of the Debtors’ businesses and operations (the
10 “**Operational Integrity Suppliers**”), all as more fully set forth in the Motion; and this Court having
11 jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and
12 1334, *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24
13 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for
14 the Northern District of California (the “**Bankruptcy Local Rules**”); and consideration of the Motion
15 and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being
16 proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and
17 determined that notice of the Motion as provided to the parties listed therein is reasonable and
18 sufficient, and it appearing that no other or further notice need be provided; and this Court having
19 reviewed the Motion and the Wells Declaration (as amended on February 2, 2019 [Docket No. 263]);
20 and this Court having held hearings to consider the relief requested in the Motion on an interim and
21 final basis; and this Court having previously entered ~~an order granting~~first and second interim orders
22 granting relief with respect to the Motion [Docket Nos. 213 and 741]; and this Court having
23 determined that the legal and factual bases set forth in the Motion establish just cause for the relief
24 granted herein; and it appearing that the relief requested in the Motion ~~necessary to avoid immediate~~

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27 ¹ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such
terms in the Motion.

1 ~~and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and~~ is
2 in the best interests of the Debtors, their estates, creditors, shareholders and all parties in interest; and
3 upon all of the proceedings had before this Court and after due deliberation and sufficient cause
4 appearing therefor,

5 **IT IS HEREBY ORDERED THAT:**

- 6 1. The Motion is granted on ~~an interim~~ a final basis, as provided herein.
- 7 2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and
8 503(b)(9) of the Bankruptcy Code, to satisfy Operational Integrity Supplier Claims, upon such terms
9 and in the manner provided in this ~~Second Interim~~ Final Order and the Motion; *provided, however*, that
10 the prepetition amounts authorized to be paid pursuant to this paragraph shall not exceed \$~~60,000,000~~
11 ~~pending entry of a final~~ 116,200,000 absent further order ~~en~~ of the ~~Motion~~ Court (the “~~Interim~~
12 **Operational Integrity Supplier Cap**”); provided further, however, that to the extent practicable, the
13 Debtors shall provide the advisors for each of the Committees with five (5) business days’ advance
14 notice (which notice may be provided by email) of any proposed payment to any Operational Integrity
15 Supplier (including any 503(b)(9) Claims) in an aggregate amount in excess of \$3,000,000.
- 16 3. The Debtors are authorized, but not directed, to pay the 503(b)(9) Claims of any
17 Operational Integrity Supplier to the extent the Debtors determine it is necessary and appropriate in
18 accordance with the procedures and protocol provided in this ~~Second Interim~~ Final Order and in the
19 Motion; *provided, however*, any amounts paid by the Debtors in satisfaction of such 503(b)(9) Claims
20 shall not be included in or subject to the ~~Interim~~ Operational Integrity Supplier Cap.
- 21 4. The Debtors shall only make payment on account of an Operational Integrity Supplier
22 Claim to an Operational Integrity Supplier that agrees to continue to supply goods or services to the
23 Debtors on Customary Trade Terms or such other terms that are individually agreed to by the Debtors
24 and such Operational Integrity Supplier.
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1 5. The Debtors shall undertake all appropriate efforts to cause Operational Integrity
2 Suppliers to enter into an agreement (the “**Vendor Agreement**”) with the Debtors, substantially in the
3 form annexed to the Motion as **Exhibit B**.

4 6. The Debtors are authorized, but not required, to enter into Vendor Agreements when
5 the Debtors determine, in the exercise of their reasonable business judgment, that it is appropriate and
6 feasible to do so; *provided, however*, that the Debtors’ inability to enter into a Vendor Agreement shall
7 not preclude them from paying an Operational Integrity Supplier Claim when, in the exercise of their
8 reasonable business judgment, such payment is necessary to the Debtors’ operations.

9 7. If the Debtors, in their discretion, determine that an Operational Integrity Supplier has
10 not complied with the terms and provisions of the Vendor Agreement or has failed to continue to
11 comply with the Customary Trade Terms or such other terms that are individually agreed to by the
12 Debtors and such Operational Integrity Supplier, the Debtors may terminate a Vendor Agreement,
13 together with the other benefits to the Operational Integrity Supplier as contained in this ~~Second~~
14 ~~Interim~~Final Order; *provided, however*, that the Vendor Agreement may be reinstated if (i) such
15 determination is subsequently reversed by the Court for good cause shown after notice and a hearing
16 following a Motion from the Operational Integrity Supplier, (ii) the underlying default of the Vendor
17 Agreement is fully cured by the Operational Integrity Supplier not later than five (5) business days after
18 the Debtors provide notice of such default, or (iii) the Debtors, in their discretion, reach an agreement
19 with the Operational Integrity Supplier.

20 8. If a Vendor Agreement is terminated as set forth above, or if an Operational Integrity
21 Supplier that has received payment of a prepetition claim later refuses to continue to supply goods or
22 services in compliance with the Vendor Agreement or as otherwise agreed with the Debtors, then the
23 Debtors reserve their rights to and may seek approval of this Court to (i) deem any such payment to
24 apply to postpetition amounts payable to such Operational Integrity Supplier, if applicable, or (ii) take
25 any and all appropriate steps to cause such Operational Integrity Supplier to repay payments made to it
26 on account of its Operational Integrity Supplier Claim to the extent that such payments exceed the
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1 postpetition amounts then owing to such Operational Integrity Supplier. The Operational Integrity
2 Supplier Claim shall then be reinstated in such an amount so as to restore the Debtors and the
3 Operational Integrity Supplier to their original positions as if the Vendor Agreement had never been
4 entered into and the payment of the Operational Integrity Supplier Claim had not been made.

5 9. The Debtors shall maintain a matrix summarizing (i) the name of each Operational
6 Integrity Supplier paid, (ii) the amount paid to each Operational Integrity Supplier on account of its
7 Operational Integrity Supplier Claim (and, subject to any ongoing reconciliation, auditing, or true-up,
8 information on the remaining unpaid balance of its Operational Integrity Supplier Claim), (iii) the
9 amount of any 503(b)(9) Claims paid, and (~~iii~~iv) the goods or services provided by such Operational
10 Integrity Supplier. This matrix shall be provided on a bi-weekly basis to (i) the Office of the United
11 States Trustee for Region 17; (ii) Milbank LLP, as counsel to the Official Committee of Unsecured
12 Creditors; (iii) Baker & Hostetler LLP, as counsel to the Official Committee of Tort Claimants;
13 (iv) counsel to any other statutory committees appointed in these Chapter 11 Cases; and (v) counsel to
14 the agent under the Debtors' debtor-in-possession financing facility; provided, that the professionals
15 for any such committee shall keep the matrix confidential and shall not disclose any of the information
16 in the matrix to anyone, including any member of such committee, without prior written consent of the
17 Debtors.

18 10. Banks and financial institutions are authorized, but not directed, at the Debtors' request,
19 to receive, process, honor and pay, to the extent of funds on deposit, any and all checks issued or to be
20 issued or electronic funds transfers requested or to be requested by the Debtors relating to the
21 Operational Integrity Supplier Claims.

22 11. The Debtors are authorized, but not directed, to issue new postpetition checks or effect
23 new electronic funds transfers on account of the Operational Integrity Supplier Claims to replace any
24 prepetition checks or electronic funds transfer requests that may be lost, dishonored, or rejected as a
25 result of the commencement of the Chapter 11 Cases.

26 12. Nothing contained in this ~~Second Interim~~Final Order or in the Motion is intended to be
27 or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a

28 ~~SECOND INTERIM ORDER AUTHORIZING DEBTORS~~ 6
~~TO PAY SAFETY AND RELIABILITY PROVIDERS~~

1 waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an
2 approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the
3 Bankruptcy Code. Likewise any payment made pursuant to this ~~Second Interim~~Final Order is not
4 intended to be and shall not be construed as an admission to the validity of any claim or a waiver of the
5 Debtors' rights to dispute such claim subsequently.

6 13. Notwithstanding entry of this ~~Second Interim~~Final Order, nothing herein shall create,
7 nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

8 14. The requirements ~~for immediate entry of this Second Interim Order pursuant to~~of
9 Bankruptcy Rule 6003~~4~~4(b) have been satisfied.

10 ~~15. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.~~

11 15. ~~16.~~ Notwithstanding the provisions of Bankruptcy Rules ~~4001(a)(2) and~~ 6004(h), this
12 ~~Second Interim~~Final Order shall be immediately effective and enforceable upon its entry.

13 16. ~~17.~~ The Debtors are authorized to take all steps necessary or appropriate to carry out
14 this ~~Second Interim~~Final Order.

15 ~~18. A final hearing to consider the relief requested in the Motion shall be held on March 12,~~
16 ~~2019 at 12:30 p.m. (Prevailing Pacific Time).~~

17 17. ~~19.~~ This Court shall retain jurisdiction to hear and determine all matters arising from or
18 related to the implementation, interpretation, or enforcement of this ~~Second Interim~~Final Order.

19 ** END OF ORDER **
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28 ~~SECOND INTERIM ORDER AUTHORIZING DEBTORS~~ 7
~~TO PAY SAFETY AND RELIABILITY PROVIDERS~~